

**INTERAGENCY DISCLOSURE AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF LICENSING  
AND  
WASHINGTON STATE PARKS & RECREATION COMMISSION**

Upon execution this Agreement cancels and supersedes DOL Contract No. K1509 and is entered into by and between the State Washington, Department of Licensing (hereinafter called "DOL" or "Department"), and Washington State Parks & Recreation Commission, (hereinafter called "Parks", or "Contractor"):

1111 Israel Road SW  
PO Box 42650  
Olympia, WA 98504-2650

Telephone: 360-902-8610  
FAX: 360-586-6627  
E-Mail: [Mark.Bibeau@parks.wa.gov](mailto:Mark.Bibeau@parks.wa.gov)

**PURPOSE**

The purpose of this Agreement is to provide terms and conditions that will ensure DOL vehicle and/or vessel Data is provided, protected and is used only for purposes authorized by state and federal law governing the release of such Data and is pursuant to Revised Code Washington (RCW) 46.12.630, 46.12.635, 46.12.640, 42.56.070, Washington Administrative Code (WAC) 308-93.087-089, WAC 308-10, WAC 308-10-45, Chapter 18 USC Sec. 2721 - 2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, as currently written or hereafter amended.

According to the Vehicle/Vessel Disclosure Agreement Application submitted by the Contractor, the Contractor's permissible, business need for the Data is:

To verify payment of the five dollar (\$5.00) donation per motor vehicle registration to Washington State Parks & Recreation Commission for owners who made the donation in error and are requesting a refund and may also utilize the data for internal budget projections and forecasting.

In consideration of the terms and conditions contained herein, the parties agree as follows:

**SPECIAL TERMS & CONDITIONS**

**STATEMENT OF WORK**

Both parties shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to comply with the terms and conditions set forth in the *Statement of Work*, Attachment B, attached hereto and incorporated herein.

**TERMS AND CONDITIONS**

All rights and obligations of the parties to this Contract shall be subject to and governed by the following: *Special Terms & Conditions* contained in the text of this Contract; *General Terms and Conditions*, Attachment A; *Statement of Work*, Attachment B; *File Lay Out*, Attachment C; *Reimbursement Fee Schedule*, Attachment D; *Certification of Data Disposition*, Attachment E; *Certification of Data Security*, Attachment F; *Appropriate Use Declaration*, Attachment G; and *Performance Monitoring Report*, Attachment H; which are attached hereto and incorporated herein, and the Contractor's signed *Vehicle/Vessel Disclosure Agreement Application* and the Contractor's signed Attachment F, *Certification of Data Security*, which are incorporated by reference herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, regardless of the date of signature this Agreement shall begin **April 1, 2012** and end on **March 31, 2014** unless terminated sooner or extended by DOL as provided herein.

This Agreement may be extended in multiples of up to two (2) years and is at the exclusive option of the DOL and shall be affected by the DOL giving written notice of extension or renewal to Contractor prior to expiration.

In order to request an extension of the Period of Performance, DOL must receive a newly completed and signed *Vehicle/Vessel Disclosure Agreement Application* (available at the DOL website; [www.dol.wa.gov](http://www.dol.wa.gov) ) from Contractor at least forty-five (45) calendar days prior to the expiration date of this Agreement. If there is a lapse in the Period of Performance, a new Agreement will be required and DOL may charge a set-up fee to re-establish access.

**COMPENSATION**

This is a non-financial Agreement.

However in the event that there is a change to the current donation law and it is permissible DOL reserves the right to bill and collect for the reimbursement of direct and indirect cost associated with providing this data to Parks and will be in accordance with the *Reimbursement Fee Schedule*, Attachment D, which is attached hereto and incorporated by reference herein but is also subject to increases or decrease when updated.

**BILLING PROCEDURES**

In the event that this Agreement becomes financial, the Department of Licensing shall submit billing invoices to Agency for payment no less than monthly. Payment to the Department of Licensing for data received approved and completed work shall be made by warrant or account transfer by the Parks within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoicing another entity of the state of Washington for the same goods and/or services rendered is not permitted.

**INSURANCE**

DOL certifies it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. Agent certifies that it is self-insured, is a member of a risk pool, or maintains insurance. Agent shall pay for losses for which it is found liable.

**CONFIDENTIALITY**

The use or disclosure by any party of any information concerning DOL for any purpose not directly connected with the administration of DOL's or the Contractor's responsibilities with respect to services provided under this Agreement is strictly prohibited except by prior written consent of DOL.

**CERTIFICATION OF DATA SECURITY**

Contractor shall send a signed original *Certification of Data Security* to DOL's Contract Manager with the signed Agreement. The *Certification of Data Security*, Attachment F is a written verification the Contractor has met all data security requirements and will continued to meet them for the duration of the Agreement as described herein.

**DATA DISPOSITION**

Using the *Certification of Data Disposition*, Attachment E, and Contractor shall certify destruction of all Data sets as described herein upon expiration or termination of this Agreement, and shall retain no copies. Data shall be destroyed so it cannot be recovered in any way.

If the parties mutually determine that destruction is not feasible, Contractor shall not use the Confidential Information in a manner other than those permitted or authorized by state and federal laws. Mutual determination of such shall be documented and described in a *Memo of Understanding* signed by both parties.

If the Contractor is a government agency, and is exempt from the requirements of this section by statutes, and the parties have mutually determined that return or destruction is not feasible. Contractor shall adhere to its required retention and disposition schedule.

**SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**PUBLIC RECORDS REQUEST**

For any public records request by either party for confidential information, the parties will coordinate with each other in an effort to mutually agree upon the information to be disseminated. If the parties disagree, each party will be provided at least ten (10) days in order to allow for the seeking of judicial review as provided under the Public Records Act.

**\*\*\*\*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK\*\*\*\***

**ATTACHMENT A  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. **Agreement-** shall also mean this Interagency Disclosure Agreement.
2. **Certificate of Insurance (COI)-** the proof of insurance document provided to DOL that meets all insurance requirements and names DOL as an additional insured and is from an insurance company licensed to do business in the state of Washington.
3. **Commercial Purpose-** means using or intending to use Data for the purpose of facilitating a profit-expecting business activity, except as provided in RCW 46.12.380.
4. **Confidential Information-** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than “public” and requires security protection. Confidential Information includes, but is not limited to, vehicle legal and/or registered owner, social security numbers, credit card information, driver license numbers, Personal Information, law enforcement records, agency security data, and banking profiles.
5. **Contract-** shall also mean Disclosure Agreement.
6. **Contractor-** means an agency, firm, provider, organization, individual or other entity performing services or obtaining Data under this Agreement.
7. **Contract Manager-** means the representative identified in the text of the Contract who is delegated the authority to administer the Agreement.
8. **Data-** means information contained in the vehicle and/or vessel record information provided to Contractor under this Agreement.
9. **DBA-** means “**doing business as**” and includes all current or previous business names and locations the Contractor operates or does business under or is listed on as a member of.
10. **Default-** means the failure of the Contractor and/or authorized user(s) to perform an act, contractual requirement or obligation, and includes but is not limited to the failure to provide documents or other requested items and includes the violation of any state or federal laws, rules and statutes associated with this Agreement.
11. **Delivery of any notices-** shall include USPS, FAX, Email, Certified Mail and Registered Mail.
12. **Disclosure Agreement-** shall also mean Agreement.
13. **Legal Owner-** means the following information to include name, address, city, state, and five (5) digit zip code of the party listed as legal owner of a vehicle.
14. **List-** means a data structure holding many values, possibly of different types, which is usually accessed as a series of names, addresses, cities, states, zip codes or other items written, printed or a file layout put together in meaningful grouping or sequence so as to constitute a record of more than one (1).
15. **Personal Information-** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver licenses number, other identifying number or personal health information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
16. **RCW-** means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.

17. **Registered Owner-** means the following information to include name, address, city, state, and excludes five (5) digit zip codes of the party listed as registered owner of a vehicle.
18. **Secure Data Transfer (SDT)-** means a method that protects the Data in transit to prevent viewing and manipulation by another.
19. **Secure File Transfer Protocol or Secure File Transfer (SFTP/SFT)-** means a method that protects the Data in transit to prevent viewing and manipulation by another.
20. **Subcontractor-** means one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate Agreement with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
21. **Subscriber-** means, agency, firm, provider, organization, individual or other entity engaged in doing business with the Contractor to obtain, or otherwise utilize or receive benefit from, the Data received from DOL and includes customers that may be purchasing a services or a product produced by Contractor. A Subscriber must be one who is entitled to the information with a permissible use under the Chapter 18 USC Sec. 2721-2725 Driver Privacy Protection Act (DPPA).
22. **Subscriber Roster-** means a Microsoft Word or Excel document(s) that the Contractor shall provide to DOL containing information for each Subscriber that includes; legal name, address, and a contact name with email and telephone number prior to execution of this Agreement, and shall maintain copies until termination of this Agreement.
23. **Unsolicited Business-** means any method of contact to individuals named in the Data provided by DOL to the Contractor with the intent to result in, or promote the sale of any goods, product, or services of any type.
24. **WAC-** means the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successors, amended, or replacement statues.

#### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of DOL. The Contractor will not hold itself out as, nor claim to be, an officer or employee of DOL or of the state of Washington by reason of this Agreement, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

#### **ASSIGNABILITY**

The ability of the Contractor to obtain Data pursuant to this Agreement shall not be assigned or delegated in whole or in part, excepted as expressly provided by this Agreement or by the express prior written consent of DOL.

#### **SUBCONTRACTS**

With prior written consent, either party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause does not include Agreements of employment between a party and personnel assigned to work under this Agreement. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontractor.

#### **SUBSCRIBERS**

The Contractor may enter into Subscriber Agreements with a Subscriber to provide Data or if Subscriber is purchasing a service or product produced by Contractor as a result of Contractor receiving Data. But only if the Subscriber's use of Data, service or product produced is consistent with the Driver Privacy Protection Act (DPPA), permissible use and the described use in the Statement of Work, Attachment B; no variations of use are permitted for Contractor or Subscribers. Contractor is responsible for ensuring that all terms, conditions, assurances

and certifications and security of Data set forth in this Agreement are carried forward to all Subscribers. **Subscriber Agreements** shall include any written, verbal or any otherwise agreed on method of doing business with the Contractor.

Contractor shall provide DOL with samples of all services, products provided or produced as a result of Data obtained from DOL within thirty (30) days of execution and periodically upon request with in fifteen (15) days from the request. Contractor is also required to provide DOL with Subscriber Roster as described in *Attachment B, Statement of Work*.

**INDEMNIFICATION AND HOLD HARMLESS**

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, students and/or agents in connection with or incidental to the performance of this Agreement. Neither party will be considered an agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**LIMITATION OF STATES LIABILITY**

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Contract, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

**CONFLICT OF INTEREST**

With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any Agreement or grant outside of his or her official duties. The Governor, or a state agency affected by a violation of chapter 42.52 RCW or the rules adopted under it, may request the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

**RECORDS, DOCUMENTS, AND REPORTS**

The Contractor shall maintain books, records, documents and other evidence of accounting and data security procedures and practices. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors and/or Subscribers.

**SAFEGUARDING OF PERSONAL INFORMATION**

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, Subcontractors and Subscribers or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. The Contractor and its Subcontractors/Subscribers agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons any Personal Information without the express written consent of DOL or as otherwise authorized by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. The Contractor shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors and Subscribers. The Contractor shall certify return or destruction of Personal Information upon expiration or termination of this Agreement's retention requirements and the Contractor shall retain no copies. If the Contractor and DOL mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

DOL reserves the rights to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Contractor and Subscribers through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by DOL. Salting is the act of introducing data containing unique but false information that can be used later to identify when inappropriate disclosure of Data identified.

The Contractor shall notify DOL in writing immediately of becoming aware of any unauthorized access, use or disclosure of Personal Information. The Contractor agrees to indemnify and hold harmless DOL for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, and Subcontractors and Subscribers or agents.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

**LICENSING STANDARDS**

The Contractor shall comply with all applicable local, state, and federal licensing requirements necessary in the performance of this Agreement. (See chapter 19.02 RCW for state licensing requirements/definitions). Contractor shall notify DOL immediately of business closure or change in legal status of business.

**RIGHTS OF INSPECTION**

DOL reserves the right to inspect Contractors actual place of business, to conduct a review of how they conduct business and to monitor, investigate or audit. The Contractor shall provide the right of access to, and shall make available all information necessary to DOL, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor, perform audits, evaluate compliance, investigate or otherwise analyze the use of vehicle/vessel information and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Disclosure Agreement and may include, but is not limited to, "Salting" by DOL. The Contractor shall make available information necessary for DOL to comply with an accounting of disclosures of an individual's Personal Information.

**FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOL may terminate this Agreement without advance notice subject to renegotiation under those new funding limitations and conditions.

**LIMITATION OF SIGNATURE AUTHORITY**

Only DOL's Director or delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by DOL's Director or delegate.

**CHANGES TO AGREEMENT**

By written notification to and consent of the Contractor, DOL may, at any time, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under this Agreement. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Agreement, an equitable adjustment may be made in the Contract price consistent with the *Compensation* clause, or period of performance, or both, and this Agreement shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notice of such change; provided, however, that DOL's Director or delegate by writing may, if decided the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the *Disputes* clause, Attachment A. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

**DISPUTES**

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period parties agree:

- If the subject of the dispute is the payment due DOL, DOL may cease regularly scheduled transmittals and terminate this Agreement.
- If the subject of the dispute is not the payment due, the DOL may continue performance of work under the Agreement not affected by the dispute.

**Dispute Steps**

1. When a bona fide dispute concerning a question of fact arises between DOL and the Contractor and it cannot be resolved, either party may request a dispute hearing with DOL's Contracts Office. The request for a dispute hearing must:
  - be in writing; state the disputed issues;
  - state the relative positions of the parties;
  - state the Contractor's name, address, and DOL Agreement Number; and
  - be mailed to: Department of Licensing, Contracts Office  
P.O. Box 9047  
Olympia WA. 98507-9047  
and mailed to the other party's Contract Manager within three (3) working days after the parties agree they cannot resolve the dispute.
2. The responding party shall have five (5) working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.



3. The Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) working days. The Contracts Office may extend this period if necessary by notifying the parties.
4. The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) working days from the date DOL mailed the decision, the Contractor requests a dispute panel. This request must be in writing to DOL's Contracts Office.
5. If a dispute panel is requested, DOL and the Contractor shall each appoint a member to the dispute panel within five (5) working days. DOL and the Contractor shall jointly appoint a third member to the dispute panel within the next five (5) working days.
6. The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing. The parties agree the decision of the dispute panel shall be final and binding.

#### **TERMINATION FOR DEFAULT**

1. If the Contractor violates any material term, condition or requirement of this Agreement or fails to provide required information or documents, DOL may give the Contractor written notice of the violation.
2. The Contractor will correct the violation within fifteen (15) days or as otherwise mutually agreed on in writing. If the violation is not corrected, DOL may, at its sole discretion, immediately terminate this Agreement by written notice to the Contractor. Upon termination, the Contractor shall be liable for damages as authorized by law.
3. If a Contractor is found to be in violation of any applicable RCWs, WACs, laws and statutes cited or are applicable to this Agreement, DOL may immediately terminate this Agreement. In accordance with RCW 42.56 and RCW 46.12.390, each violation may constitute a gross misdemeanor punishable by a fine not to exceed Ten Thousand dollars (\$10,000), or by imprisonment in a county jail not to exceed one (1) year, or both for each violation.
4. The Department shall suspend or revoke for up to five (5) years the privilege of obtaining Data if Contractor is found to be in violation of RCW 46.12.390.
5. In the absence of an actual delivery to Contractor and receipt by Contractor to DOL by mail or other means at an earlier date and/or time, notice of default or notice of termination shall be conclusively deemed to have been delivered to, and received by Contractor, as of midnight of the third (3<sup>rd</sup>) day following the date of its posting in the United States mail.

#### **TERMINATION FOR CONVENIENCE**

Either party has the right to terminate the Agreement by giving written notice to the other party at least five (5) working days before the effective date of termination. If this Agreement is so terminated, DOL is entitled to payments required under terms of this Contract for services rendered prior to termination. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), email or FAX.

#### **TERMINATION PROCEDURE**

Upon termination of this Agreement, in addition to any other rights provided in this Agreement, DOL may require the Contractor to deliver to DOL any property specifically produced or acquired for the performance of any part of this Agreement which has been terminated.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this Agreement.

The rights and remedies of DOL provided in the *Disputes* clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by DOL's Contract Manager, the Contractor shall:

- a. Place no further orders for SDT files,

- b. Settle all outstanding liabilities and all claims arising out of such termination, with the approval or ratification of DOL's Contract Manager to the extent required, which approval or ratification shall be final for all the purposes of the *Termination Procedure* clause; and
- c. Take such action as may be necessary, or as DOL's Contract Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which DOL has an interest.

**UNDERPAYMENTS AND ASSERTION OF LIEN**

In the event DOL establishes underpayments or erroneous payments made by the Contractor under this Agreement, DOL may secure payment, plus interest to be determined if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, and/or some other form of security acceptable to DOL.

**WAIVER**

Unless the Agreement is amended in writing by an authorized representative of DOL, waiver of a Default under this Agreement, or failure by DOL to exercise its rights shall not:

- be considered a modification or amendment to the Agreement; or
- constitute a waiver of any subsequent Default.

**PUBLICITY**

The Contractor agrees to submit to DOL prior to use:

- all advertising, sales promotions, publicity or solicitation of subject matters, that represents DOL's judgment,
- or contains or specifically mentions DOL's name or
- any information relating to or obtained in this Agreement.

The Contractor agrees not to publish, email, distribute in any manner or use in any way such advertising, sales promotions and publicity or solicitations without the prior written consent of DOL. DOL reserves the right to review and place the following disclaimer on all related work published beyond the scope of this Agreement:

*The Washington State Department of Licensing as public servants has a responsibility to maintain the protection and security of the public's personal information. The content of this publication does not necessarily reflect the view or policies of the Washington State Department of Licensing, nor does the mention of trade names, commercial products, or organizations imply endorsement by the state of Washington.*

**PERFORMANCE MONITORING REPORT**

The DOL Contract Manager may evaluate Contractor utilization of Data and/or compliance with submission of required or requested forms and/or documents, security practices, etc., and at anytime during the terms of this Agreement and/or at Agreement completion, and at least once a year. An annual evaluation may be conducted on a date which accommodates DOL's particular needs and may cover a period ending with a date established by DOL. DOL may utilize the standardized *Performance Monitoring Report*, Attachment H and/or supplement the process with special performance factors peculiar to the specific contractual needs. Each evaluation shall include an assessment of the Contractor's efforts toward fulfilling any requirements necessary for the Contractor's continued receipt of DOL Data (i.e. submission of required or requested forms and/or documents, security practices, etc.). The form is designed to aid the DOL Contract Manager in contract management, referrals, clarify Contractor's duties and DOL expectations, and inform Contractors of their strengths and weaknesses.

**CONTRACTOR'S PROPRIETARY INFORMATION**

The Contractor acknowledges DOL is subject to chapter 42.56 RCW, the Public Records Act and this Agreement shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to DOL and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, DOL shall maintain the confidentiality of all such information marked

confidential or proprietary. If a request is made to view the Contractor's proprietary information and DOL intends to release the information, DOL will notify the Contractor of the request and notify the Contractor of the date records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure by the stated release date. If the Contractor fails to obtain the court order enjoining disclosure, DOL will release the requested information.

### **ASSURANCES**

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

### **GOVERNANCE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court for Thurston County.

### **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, unless otherwise provided in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations;
2. *Special Terms & Conditions* as contained in this basic Agreement;
3. *General Terms & Conditions*, Attachment A;
4. *Statement of Work*, Attachment B; *File Layout*, Attachment C; *Reimbursement Fee Schedule*, Attachment D;
5. *Certification of Data Disposition*, Attachment E; *Certification of Data Security*, Attachment F; *Appropriate Use Declaration*, Attachment G; *Performance Monitoring Report*, Attachment H; and the signed *Vehicle/Vessel Disclosure Agreement Application* and the *Initial Certification of Data Security*.
6. Any other provisions of this Agreement incorporated by reference or otherwise.

### **SURVIVORSHIP**

All transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of the sections titled *Subcontractors*; *Subscribers*; *Indemnification and Hold Harmless*; *Limitation of States Liability*; *Records, Documents and Reports*; *Confidentiality*; *Safeguarding of Personal Information*; *Rights of Inspection*; *Disputes*; *Underpayment and Assertion of Lien*; *Publicity*; *Contractor's Proprietary Information*; *Order of Precedence*; *Severability*; *Statement of Work (in its entirety)*; *All Attachments (A, B, C, D, E, F and H)*; *Any Incorporated Documents* and shall survive the termination of this Agreement.

### **MEMO OF UNDERSTANDING (MOU)**

Any communications that either Contract Manager determined to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered *Memo of Understanding*.

### **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. The Contractor is required to notify the DOL Contract Manager in writing within thirty (30) days of changes to contact information, business mailing address, name, or ownership according to Assignability clause. Failure to appropriately make written notification may result in a disruption in transactions for which DOL will not be liable or result in the termination of this Agreement.

<b>Contract Manager for Contractor is:</b>	<b>The DOL Contract Manager is:</b>
Mark Bibeau, Administrator of Financial Svrs.  WA State Parks & Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650  Telephone: 360-902-8610 FAX: 360-586-6627 E-Mail: <a href="mailto:Mark.Bibeau@parks.wa.gov">Mark.Bibeau@parks.wa.gov</a>	Jennifer Dana, Assistant Administrator  Department of Licensing Records and Program Management Post Office Box 2076 Olympia, Washington 98507-2076  Phone: 360-902-3673 Facsimile: 360-570-7861 E-Mail: <a href="mailto:jedana@dol.wa.gov">jedana@dol.wa.gov</a>

**ALL WRITINGS CONTAINED HEREIN**

This Agreement consists of 22 pages including the following attachments:

- A = General Terms & Conditions
- B = Statement of Work
- C = File Lay Out
- D = Reimbursement Fee Schedule
- E = Certification of Data Disposition
- F = Certification of Data Security
- G = Appropriate Use Declaration
- H = Performance Monitoring

This Agreement sets forth in full all terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

*IN WITNESS WHEREOF*, the parties attest that they have the authority to bind both parties and have executed this Agreement.

Washington State Parks &  
Recreation Commission

State of Washington  
Department of Licensing

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Jan Smallwood, Assistant Director (Date)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
91-6001109  
(Federal Tax Identification Number)

\_\_\_\_\_  
342007828000  
(Washington State UBI Number)

**APPROVED AS TO FORM ONLY**

\_\_\_\_\_  
Signature on File April 27, 2011  
Susan Pierini, (Date)  
Assistant Attorney General

**ATTACHMENT B  
STATEMENT OF WORK**

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**CONTRACTOR SHALL:**

1. Prior to the execution of this Agreement, Contractor shall provide DOL with a *Subscriber Roster* formatted in Microsoft Word or Excel the Roster must contain data sets for each Subscriber that includes;
  - a. legal name, and address;
  - b. contact name with email and telephone number,
  - c. description of how each Subscriber will use Data received.
  - d. Contractor shall maintain copies of rosters until termination of this Agreement.
2. Upon any future requests Provide to DOL within five (5) business days of a request a copy of all Subscriber Agreements and an updated *Subscriber Roster* that identifies the date of any and all new *Subscriber Agreements and includes Subscriber use of Data*.
3. Provide to DOL the names and addresses of all the Contractors subsidiaries and other DBA's (doing business as) as defined herein.
4. Provide to DOL at no charge the following:
  - a. samples of all services performed or provided,
  - b. copies of work products provided or is produced for anyone as a result of data obtained from DOL, and includes any publications, analysis conducted, and/or conclusions of all related research performed outside of the scope of this Agreement; and DOL reserves the right to receive a detailed briefing of approximately 1 to 2 hours in length on any analysis of services, products and/or findings, and is to be provided within thirty (30) days of execution and periodically upon request.
5. Failure to do provide DOL with requested samples of all services, products provided or produced may result in termination for default.

**PROHIBITED USE OF INFORMATION**

**CONTRACTOR OR ITS SUBSCRIBERS SHALL NOT**

Unless otherwise required by law, use any personal vehicle/vessel owner information or any part thereof received through this Agreement:

- a) Be furnished to any person, association, or organization for any private, personal or Commercial Purpose other than is permitting in this Agreement.
- b) Be disclosed, sold, published, or otherwise distributed for commercial, personal or private use, shall not be used for mailing purposes, or to make unsolicited business contacts with individuals named for any reason.
- c) Make false representation to obtain any Personal Information from an individual vehicle/vessel record from DOL.
- d) Use in any manner the registered and legal owner names and addresses provided to Contractor to produce, formulate, or compile statistical, analytical or any other type of report or documents.

**PERMISSIBLE USE OF DATA**

Contractor agrees that it will not use Data for any other purposes than described herein and all other uses are strictly prohibited.

The Data provided by DOL shall be used and accessed ONLY for the limited purposes of carrying out activities pursuant to this Agreement as described herein. Contractor is responsible to ensure that no commercial use or variations of use are permitted.

To verify payment of the five dollar (\$5.00) donation per motor vehicle registration to Washington State Parks & Recreation Commission for owners who made the donation in

error and are requesting a refund and may also utilize the data for internal budget projections and forecasting.

**DESCRIPTION OF DATA**

DOL shall provide vehicle and/or vessel information as contained in *File Lay Out*, Attachment C. DOL reserves the right to edit, add, delete or change any data field contained in the *File Lay Out* as DOL considers it necessary to the functions of DOL or as applicable to comply with federal and state laws, without notice to the Contractor.

**LISTS OF REGISTERED AND LEGAL OWNERS OF MOTOR VEHICLE**

In addition to any other authority which it may have, the department of licensing may furnish lists of **registered and legal owners name and addresses** of motor vehicles **ONLY** for the purposes specified in this section to:

- (1) Manufacturers of motor vehicles, respecting safety-related defects in motor vehicles;
- (2) Any governmental agency only in connection with the enforcement of motor vehicle or traffic laws, safety.
- (3) A commercial parking company for notification of outstanding parking violations.
- (4) An authorized agent or contractor of the department, to be used only in connection with providing motor vehicle excise tax, licensing, title, and registration information to motor vehicle dealers.
- (5) Any business regularly making loans to other persons to finance the purchase of motor vehicles, to determine ownership of specific vehicles for the purpose of determining whether or not to provide such financing.
- (6) A toll facility to identify toll violators.

Where both a mailing address and residence address are recorded on the vehicle record and are different, only the mailing address will be disclosed. Both addresses will be disclosed in response to requests for disclosure from courts, law enforcement agencies, or government entities with enforcement, investigative, or taxing authority and only for use in the normal course of conducting their business.

If a list of registered and legal owners of motor vehicles is used for any purpose other than that authorized in this section, the manufacturer, governmental agency, commercial parking company, authorized agent, contractor, financial institution, toll facility operator, or their authorized agents or contractors responsible for the unauthorized disclosure or use will be denied further access to such information by the department of licensing and **will result in immediate termination of this Agreement.**

**DATA CLASSIFICATION DECLARATION**

Data described in this Contract is assessed to be in the following data classification:

- Category 1 – Public Information  
Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- Category 2 – Sensitive Information  
Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- Category 3 – Confidential Information

Confidential Information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal Information about individuals, regardless of how that information is obtained.
- b. Information concerning employee personnel records.
- c. Information regarding IT infrastructure and security of computer and telecommunications systems.

**Category 4 – Confidential Information Requiring Special Handling**

Confidential Information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**ACCESS TO DATA**

**Method of Access/Transfer**

Once an established SDT connection with the host computer at Contractor location is confirmed, DOL will provide Data listed in *File Lay Out*, Attachment C, to Contractor. DOL shall not be liable for any delays in furnishing information under this Agreement nor shall DOL be liable for any errors, which occur in compilation of information.

- Secure File Transfer Protocol (SFTP)
- File Transfer Protocol (FTP) – restrictions apply
- Web Service Interface
- Web Service File Delivery
- Facsimile (exceptions only)
- Other FED EX (with ID and return receipt required)

**Frequency of Data Exchange**

**Repetitive:** DOL will provide Data to Contractor weekly (Or additional dates upon request, additional fees apply).

**Authorized Access to Data**

Contractor shall maintain a record of those who have authorized access to DOL Data, and ensure all authorized users maintain confidentiality of Data. In addition to measures instituted by Contractor, Contractor shall also:

1. Require each authorized user to execute a copy of the *Appropriate Use Declaration* (AUD), Attachment G;
2. Maintain executed AUDs at the Contractor's place of business; and,
3. Provide a copy of all executed AUDs within three (3) business days after receiving a request from DOL.

**SECURITY OF DATA**

Contractor shall protect the Data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

1. **Electronic Access:** Contractor shall ensure electronic access is authorized using individual accounts, hardened passwords and require changing of passwords at least every 90 days.
2. **Encryption and Decryption:** When applicable, Contractor shall furnish encryption and decryption software compatible with DOL's software to ensure security and confidentiality (when using SDT process or Confidential Information received is in motion or at rest).

3. Apply Security Patches: Contractor shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks that process DOL Data, including, but not limited to, securing computers and installing update patches.
4. IT Security Policies and Procedures: Contractor shall maintain and enforce information technology security policies and procedures consistent with this Agreement, and provide an electronic copy to DOL upon request within three (3) business days. Contractor's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to its employees.
5. Protection/Intrusion Devices: All Contractors' information technology assets that store/process DOL Data shall be physically secured from unauthorized access. Contractor shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access Contractor information technology assets in a manner that allows DOL Data to be compromised.
6. Periodic Vulnerability Scanning and Penetration Testing: Contractor shall periodically scan information technology hosts and networks that process DOL Data for vulnerabilities to exploitation. This is a utility that will look at your system to determine if there are weaknesses.
7. Self Audits: Contractor agrees to conduct annual internal and independent audits to include but not be limited to the review of Contractor's 1) data protection, 2) access and appropriate use, 3) security measures, 4) data recipients and Subscriber review. These audits shall be conducted at no cost to DOL and are solely at the Contractor's expense.

The Contractor must provide DOL with copies of each annual internal and independent audit and the results of each annual internal and independent audit within thirty (30) days of audit completion and upon request.

Contractor agrees to require or to conduct annual internal and independent audits of all Subscribers audits are to include but not be limited to the review of Subscriber's 1) data protection, 2) access and appropriate use, 3) security measures, 4) data recipients. These audits shall be conducted at no cost to DOL and are solely at the Contractor's or Subscriber's expense. The Contractor must provide DOL with copies of each audit and the results within thirty (30) days of audit completion and upon request. Contractor must terminate Subscribers when audit fails.

Contractor must keep for a period of five (5) years records identifying each individual or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the DOL upon request. (As required by the DPPA)

All annual internal and independent audits are to be conducted no later than one (1) year from the date of execution of this Agreement and annually thereafter or as mutually agreed on in writing, until Agreement is expired or is terminated.

### **TERMINATION OF ACCESS**

Either party may at its discretion disqualify an individual authorized by the Contractor from gaining access to Data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.



**ATTACHMENT C**  
**FILE LAY OUT**

Department of Licensing shall provide to the Contractor vehicle and/or vessel Data contained in DOL records database using the mutually agreed upon file lay out below:

State Parks File Layout				
Field Description	Field Name	PIC	Bytes	Position
Reg Owner Name/Address 1	Na1Gp	X	30	1
Reg Owner Name/Address 2	Na2Gp	X	30	31
Reg Owner Name/Address 3	Na3Gp	X	30	61
Reg Owner Name/Address 4	Na4Gp	X	30	91
Reg Owner Name/Address 5	Na5Gp	X	30	121
Reg Owner Name/Address 6	Na6Gp	X	30	151
Reg Owner City	City	X	24	181
Reg Owner State	State	X	2	205
Reg Owner Zip Code	Zip	9	5	207
License Plate	V-Plate-B	X	7	212
Vehicle Identification Number	V-VIN	X	17	219
Transaction Date	TranDate	9	8	236
State Parks Donation	State Parks Donation	9(2)v99	4	448
Total Length				451

**ATTACHMENT D  
REIMBURSEMENT FEE SCHEDULE**

1. This is a non-financial Agreement.
2. However in the event that there is a change to the current donation law and it is permissible DOL reserves the right to bill and collect for the reimbursement of direct and indirect cost associated with providing this data to Parks and will be in accordance with the *Reimbursement Fee Schedule*, Attachment D, which is attached hereto and incorporated by reference herein but is also subject to increases or decrease when updated.
3. Agency will be provided an initial invoice for the one time set up fee, as described below (if applicable, i.e. new Agreement).
4. Agency shall be invoiced no less than annually for ongoing, direct and indirect costs for providing monthly production and maintenance of DOL data, until termination of this Agreement.

Direct costs

Shall include, but are not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.

Indirect costs

Shall include, but are not limited to, enforcement of unauthorized mail, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.

REIMBURSEMENT FEE SCHEDULE

1.	Costs and Set-up Fees	Cost	
	One Time Setup Fee Vehicle/Vessel SDT	\$ 2,607.68	
	DOL Monthly Direct and Indirect costs	\$ 254.30	
2.	Total Cost for first (1 <sup>st</sup> ) year including Setup Fees		
	Amount Due Before First Data Exchange	\$ 5,659.28	
3.	Costs after Setup Fees Have Been Established		
	Amount Due for second year of the contract	\$ 3,051.60	
4.	Additional Fees	Hourly Rate	Cost
	Requests for additional data runs or reruns	\$ 47.99	TBD
<i>Cost as of 4/2009</i>			

ADDITIONAL DATA RUNS OR RERUNS

Requests from Agency for data runs at frequencies or dates not already agreed upon within this Agreement will require additional fees. Each additional data run or rerun will be billed at a rate of \$ 47.99 per hour and the total cost will be determined based on the hours required to provide the information.

**ATTACHMENT E  
CERTIFICATION OF DATA DISPOSITION**

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Date of Disposition \_\_\_\_\_

Data disposition methods used upon expiration or termination of this Agreement: (select all that apply).

CHECK THE APPROPRIATE BOX

- All copies of any Data sets related to this Agreement have been deleted from all data storage systems and media so it cannot be recovered in any way.
- All on-line access accounts related to this Agreement have been deleted.
- All printed and hard copy materials and all computer media containing any Data related to this Agreement have been destroyed so it cannot be recovered in any way.
- All copies of any Data sets related to this Agreement shall be retained for purposes stated herein for a period of time not to exceed \_\_\_\_\_ (e.g. one year etc.) \_\_\_\_\_, after which all Data shall be destroyed so it cannot be recovered in any way.
- The parties have mutually determined that return or destruction is not feasible Contractor agrees to only use the Confidential Information as authorized herein and by state and federal laws. Agreement shall adhere to its designated retention and disposition schedule.
- Contractor is a government agency, and is exempt from the requirements of this section by statutes, and the parties have mutually determined that return or destruction is not feasible. Contractor shall adhere to its required retention and disposition schedule.

**I hereby certify, by signature below, the data disposition requirements as provided in DOL Agreement No. K2326, have been fulfilled as indicated above.**

Washington State Parks & Recreation Commission

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Area Code & Phone Number)

**ATTACHMENT F  
CERTIFICATION OF DATA SECURITY**

**DATA SECURITY**

By checking the boxes below, the Contractor is providing certification that it has met and will continue to meet all data security requirements for the duration of the Agreement, as described in this Agreement. If a standard has/is not being monitored or adhered to, or Contractor believes the standard is not applicable, Contractor must provide an explanation for non-compliance below.

- Electronic Access.
- Encryption and Decryption
- Apply Vendor Security Patches
- IT Security Policies and Procedures
- Protection/Intrusion Devices
- Periodic Vulnerability Scanning and Penetration Testing
- Self Audits

**Explanation required for any standards NOT check marked:** (Attach additional pages if necessary)

Exceptions:

- Encryption and Decryption – Information is not classified as confidential so it does not apply.
  - Protection/Intrusion Devices – Contractor does not have an IPS or IDS. Contractor will work toward having such within a year.
  - Periodic Vulnerability Scanning and Penetration Testing. – This exception was discussed with DOL’s Security Officer and agreed this was not a requirement for a state agency.
- Self Audits – Contractor complies with DES standards of performing an independent audit every three years.

I certify under penalty of perjury under the laws of the state of Washington all of the information on this Certification of Data Security is true and correct.

Washington State Parks & Recreation Commission

SIGNATURE	DATE	ADDRESS
PRINT NAME	CITY	STATE
TITLE	LOCATION / COUNTY	

**ATTACHMENT G**  
**APPROPRIATE USE DECLARATION**

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As authorized by Washington State Parks & Recreation Commission, I attest that I am an authorized user of Data provided by the Washington State Department of Licensing (DOL) and I shall:

- 1) Ensure the confidentiality and privacy of all information I have access to, and,
- 2) Use the information ONLY as permitted by DOL.

I understand the ONLY Permissible Use of data provided to Contractor by the Washington State Department of Licensing is limited to:

To verify payment of the five dollar (\$5.00) donation per motor vehicle registration to Washington State Parks & Recreation Commission for owners who made the donation in error and are requesting a refund and may also utilize the data for internal budget projections and forecasting.

I further understand DOL may review activities of any person who receives vehicle/vessel record Data to ensure compliance with limitations imposed on the use of the information. The Department shall suspend or revoke for up to five (5) years the privilege of obtaining information of a person found to be in violation of chapter 42.56 RCW, or this Contract executed with DOL and the Contractor.

**I understand misuse of this information is a gross misdemeanor and is personally punishable by a fine not to exceed \$10,000 or by imprisonment in a county jail not to exceed one year, or both such fine and imprisonment for each violation. (RCW 46.12.390)**

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(PRINT) EMPLOYEE NAME & TITLE

X  
EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

---

(PRINT) SUPERVISOR NAME & TITLE

X  
SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_


**Do not return this form to DOL.**

**The signed original of this declaration must be kept on file by the Contractor and made available to DOL upon request.**

(Duplicate this form as needed).

We are committed to providing equal access to our services. If you need accommodation, please call (360) 902-3673 or TTY (360) 664-0116.

**ATTACHMENT H**  
**PERFORMANCE MONITORING REPORT**

<b>PERFORMANCE MONITORING REPORT</b> STATE OF WASHINGTON DEPARTMENT OF LICENSING (DOL)			<b>CONTRACTOR NAME</b> Washington State Parks & Recreation Commission	<b>DOL CONTRACT No.</b>			
DOL's Contract Manager may complete a Performance Monitoring Report annually and/or at the end of each project and/or deliverable.		<input type="checkbox"/> Annual <input type="checkbox"/> Project end <input type="checkbox"/> Other	<b>CONTRACTOR'S CONTRACT MANAGER</b>				
<b>START DATE</b>	4/1/2012	<b>END DATE</b>	3/31/2014	<b>DOL'S CONTRACT MANAGER</b>			
<b>PREPARED BY</b>	Jennifer Dana, Assistant Administrator		Jennifer Dana, 360-902-3673				
<b>SECTION 1 - RATINGS</b>							
On the scale of satisfaction provided, where <b>YES</b> is 100% satisfaction and, <b>NO</b> is 0% satisfaction and <b>N/A</b> is not applicable to this Contract, please rate your experience by placing an "☒" in the appropriate box.							
<b>Did the Contractor:</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>	
Provided DOL with a Certificate of Insurance prior to the Contract's start date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supply all required documentation in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide DOL with a Subscriber Roster prior to contract execution and upon request from DOL.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide copies of all Appropriate Use Declarations upon request from DOL?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintain confidentiality of data as required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide Subscriber Agreements upon request and within the time line required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide initial Certification of Data Security and an update upon request?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Upon expiration, provided Data Disposition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide an updated Vehicle/Vessel Disclosure Agreement Application prior to renewal or extension.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Other)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SECTION 2 - DOL'S NARRATIVE</b>							
Provide a brief description of the work performed							
The purpose of this Contract is to provide terms and conditions that ensure DOL vehicle and/or vessel Data is protected and used only for purposes authorized by state and federal law governing the release of such Data.							
To verify payment of the five dollar (\$5.00) donation per motor vehicle registration to Washington State Parks & Recreation Commission for owners who made the donation in error and are requesting a refund and may also utilize the data for internal budget projections and forecasting.							
<i>Attach additional sheets if necessary)</i>							
<b>SECTION 3 - CONTRACTOR'S COMMENTS</b>							
Brief comments/suggestions from the Contractor for DOL's Contract Manager or DOL management?							